

Approved for Release by NSA on 09-09-2013, FOIA Case # 74643



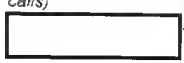
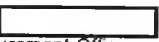



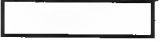
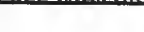
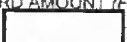
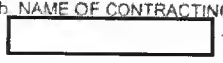
(b)(3)-P.L. 86-36

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30.</b>				1. REQUISITION NUMBER 001684510000		PAGE 1 OF 18	
2. CONTRACT NO. H98230-12-P-2740		3. AWARD/EFFECTIVE DATE 9/14/12		4. ORDER NUMBER		5. SOLICITATION NUMBER H98230-12-T-4346	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME 		b. TELEPHONE NUMBER (No collect calls) 		8. SOLICITATION ISSUE DATE 2012 SEP 14	
9. ISSUED BY Buyer/Symbol:  (BA342) Maryland Procurement Office 9800 Savage Road (SAB3) Fort George G. Meade, MD 20755 		CODE: H98230		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) NAICS: _____ SIZE STANDARD: _____			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net:30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/> 13b. RATING DO: A7		14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO: Dorsey Road Warehouse - IFB 1472 Dorsey Road Door #1, 2, Or 3 Hanover, MD 21076		CODE:		16. ADMINISTERED BY: CODE:			
17a. CONTRACTOR/ OFFEROR VUPEN SECURITY Rond Point Benjamin Franklin Montpellier, FR 34000 FRANCE		CODE:  FACILITY CODE: FAZJ1		18a. PAYMENT WILL BE MADE BY Finance and Accounting Office P.O. Box 1686 Ft. Meade, MD 20755-6856 		CODE: H98230	
TELEPHONE NO. Not Provided		DUNS Number: 275096878		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
SHIPMENT WILL ONLY BE ACCEPTED ON WEEKDAYS (EXCLUDING HOLIDAYS) BETWEEN 7:30 A. M. AND 2:30 P. M. NOTE: FULL TRAILER LOADS WILL BE ACCEPTED BY APPOINTMENT ONLY. 24 HOURS ADVANCE NOTICE IS REQUIRED. PHONE  FOR APPOINTMENT.							
CONTRACTOR SHALL NOT DELIVER MATERIAL SPECIFIED IN THIS ORDER TO ANY ADDRESS OTHER THAN THAT LISTED IN BLOCK 15 WITHOUT PRIOR WRITTEN APPROVAL OF THE CONTRACTING OFFICER. FAILURE TO DELIVER TO THE SPECIFIED ADDRESS WILL RESULT IN SUBSTANTIAL DELAYS IN PAYMENT OF YOUR INVOICE.							
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA 9720100.4500 112519 2573 S18119 NSBXX C6131 C613 IAD04				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-3 IS ATTACHED. ADDENDUM				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31. NAME OF CONTRACTING OFFICER (Type or print) 			
30b. NAME AND TITLE OF SIGNER (Type or print) CHAOUKI BEKRAR - CEO				30c. DATE SIGNED Sep 14, 2012		31c. DATE SIGNED 9/14/12	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV. 3/2011) Prescribed by GSA - FAR (48 CFR) 53.212			

(b)(3)-P.L. 86-36

(b)(4)

(b)(3)-P.L. 86-36

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8. OFFER DUE DATE/ LOCAL TIME 2012 SEP 17 01:00 PM		9. ISSUED BY Buyer/Symbol:  (BA342) Maryland Procurement Office 9800 Savage Road (SAB3) Fort George G. Meade, MD 20755 		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) NAICS: _____ SIZE STANDARD _____			
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25. ACCOUNTING AND APPROPRIATION DATA 9720100.4500 112519 2573 S18119 NSBXX C6131 C613 IAD04				26. TOTAL AWARD AMOUNT (For Govt Use Only) \$ 			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
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30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(see continuation page)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

(b)(3)-P.L. 86-36

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
H98230-12-P-2740/0000

PAGE

2

OF

18

NAME OF OFFEROR OR CONTRACTOR

VUPEN SECURITY

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VUPEN Binary Analysis and Exploits Service 12 months subscription  ACR: AA PR # 001684510000 ITEM # 0001 AA 9720100.4500 112519 2573 S18119 NSBXX C6131 C613 IAD04  001684510000 OBLIGATE - <input type="text"/>	1	EA	<input type="text"/>	<input type="text"/>
					(b)(4)

(b)(3)-P.L. 86-36

holidays. Call [ ] no less than 24 hours in advance of delivery for full loads, special handling, or if you would like to schedule for a specific time.

NOTE: Contractor is responsible for ensuring that the above information is included on any drop shipped deliveries.

\* If the contract number begins with MDA904 or H98230, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, MDA904 or H98230-0X-C-0001 may be shown on the packing slip as 0X-C-0001, and MDA904 or H98230-0X-D-1001, Delivery Order 0005 may be shown as 0X-D-1001/0005. Contract numbers beginning with other than MDA904 or H98230 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

(End of Clause)

## ACCOUNTING AND APPROPRIATION DATA

ACR:AA  
PR#001684510000  
AA 9720100.4500 112519 2573 S18119 NSBXX C6131 C613 IAD04

OBLIGATED: [ ]

(b)(4)

352.213-9000 NOTICE: POINT OF CONTACT (JAN 1997)

The point of contact for this purchase order/contract is Theyartis Edwards (410) 854 - 7901.

(End of Clause)

352.229-9000 NOTICE OF TAXATION (SEP 1994)

The Contractor shall provide the Contracting Officer with written notice of any proposed tax assessments, exemptions, exclusions or refunds which would increase or decrease costs or liabilities to the contractor and/or the Government. The notice shall be submitted in sufficient time to provide the Government a meaningful opportunity to assert its immunity, participate in negotiations or litigation with the taxing authority concerning the applicability of the tax, and/or adjust the parties' liability for costs according to the increase or decrease in tax.

(End of Clause)

352.229-9001 CONTRACTOR LIABILITY FOR STATE AND LOCAL TAXES (SEP 1994)

Generally, the contractor is liable for payment of state or local taxes on this contract to the same extent that it would be liable for such taxes on a contract with a nongovernment entity. Although it may be useful for the contractor to inform the taxing authorities that the Maryland Procurement Office (MPO) is a federal government agency, this fact alone does not in and of itself create a tax exemption for the contractor. While some transactions undertaken by the contractor pursuant to this contract may be exempt from a state or local tax, it is the Contractor's responsibility to identify such exemption under the applicable statute, and to resolve the applicability of such with state or local taxing authorities.

(End of Clause)

352.232-9008 NOTICE OF PROMPT PAYMENT ACT APPLICABILITY (OCT 1993)

This contract is subject to the Prompt Payment Act, Public Law 97-177, as amended.

(End of Clause)

## 352.232-9017 ELECTRONIC INVOICING (AUG 2011)

(a) Subject to paragraphs (c) and (d) below, all invoices shall be submitted electronically through the Electronic Invoicing internet website at [http://www.nsa.gov/business/programs/electronic\\_invoicing.shtml](http://www.nsa.gov/business/programs/electronic_invoicing.shtml), unless otherwise authorized. Access to the website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the Electronic Commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the Electronic Commerce office to obtain an account if one does not currently exist. Faxed or mailed invoices will no longer be accepted for payment. The requirement to submit invoices electronically may be waived by the Contracting Officer, only after coordination with the Accounts Payable Branch.

(b) Each invoice line shall have a valid Contract Line Item Number (CLIN), Sub-Line Item Number (SLIN), and Accounting Classification Reference Number (ACRN). Failure by the Contractor to include all three on an invoice line will result in automatic rejection of the invoice. This requirement and consequence applies to both electronic and hardcopy invoices. If the contract does not contain a SLIN in Section B, the Contractor is required to specify "00" when submitting electronic invoices or specify "00" on the hardcopy invoice for the SLIN number. Further, an invoice not properly allocated or not properly submitted shall be considered an improper invoice under the Prompt Payment Act.

(c) Use for Direct Billing Authority in accordance with DFARS 242.803(b)(1)(C). If the Contractor has a current valid letter from the Defense Contract Audit Agency (DCAA) authorizing direct billing for contractors with approved billing systems and upon Contracting Officer approval, the Contractor may submit interim vouchers directly to the paying office. The Contractor shall prepare an original and one (1) copy of each voucher in accordance with the Prompt Payment clause of the Federal Acquisition Regulation. The original shall be submitted direct to the paying office, and one (1) copy of the voucher shall be submitted to the Contracting Officer. When submitting the first interim voucher for a contract, the Contractor shall attach a copy of its DCAA letter authorizing direct billing.

(d) Interim Voucher Receipt and Approval in accordance with DFARS 242.803(b)(1)(A) and (B). If the Contractor does not possess a current valid letter from DCAA authorizing direct billing for contractors with approved billing systems, the Contractor shall prepare an original and three (3) copies of each voucher in accordance with the Prompt Payment clause of the Federal Acquisition Regulation. The original and one (1) copy of the voucher shall be submitted to DCAA. One (1) copy shall be submitted to the Contracting Officer and one (1) copy to the Contracting Officer's Representative.

DCAA will review and approve vouchers for provisional payment and forward them to the paying office. Payment will be made upon the basis of the DCAA approved voucher. In the event discrepancies are discovered by DCAA, DCAA will resolve such discrepancies with the Contractor, secure a corrected voucher, and approve it. In the event discrepancies are discovered by the Contracting Officer or Contracting Officer's Representative before payment of the voucher, the Contracting Officer will notify DCAA, coordinate resolution of the discrepancies and the securing of a corrected voucher for forwarding to DCAA for approval, with a copy to the Contracting Officer and Contracting Officer's Representative. If an offset is required due to a discrepancy on a paid voucher, the Contractor shall show the offset on a subsequent voucher.

(e) Completion/Final Voucher. The Contractor shall submit final vouchers and closing documents to the Contracting Officer and a copy to DCAA. Upon receipt of final voucher and closing documents from the Contractor, the Contracting Officer shall coordinate required closeout support with DCAA.

(f) Software. In accordance with MPOAS 352.290-9016, the Contractor shall include the Procurement Authorization Request (PAR) number on any invoice which contains costs associated with the acquisition of commercial software. The Contractor shall provide a copy of the software license agreement specifying that the rights to the software are transferable to the Government and meet the requirements of 352.290-9016. Except for firm fixed price contracts with adequate competition, a copy of the original invoice on which the software was purchased must also be included with the invoice. The inclusion of a PAR number and the Contract Data Requirements List (CDRL) and any other contractually required data shall be a condition precedent to the final acceptance of the Contractor acquired commercial software license and the acceptance of a proper invoice for Contractor acquired commercial software licenses.

Failure on the part of the Contractor to obtain a PAR number, include the PAR number on the invoice, submit the required documentation, or failure to register any software purchased by that Contractor under the contract shall result in all such costs being deemed unallowable by the Government until these requirements are fulfilled, as well as subject to withholding of payment as specified in DFARS 252.227-7030. Therefore, the portion of the invoice representing the software purchase will not be approved by the Contracting Officer's Representative or Contracting Officer until the software registration requirement is complete and adequate support for the purchase has been provided. The Contractor will be required to re-bill for the rejected portion of the invoice when all software payment requirements have been met.

(g) Deliverables and Contract Required Data. If the Contractor fails to deliver Contract Data Requirements List (CDRL) items, as well as any other data required by the contract, within the time specified by this contract or data items are deficient upon delivery, such failure will render the invoice non-conforming. The non-conforming invoice shall be rejected. Acceptance of any revised, conforming invoice will depend upon proper submission of required CDRL items and other contract required data, and shall be further subject to withholding of payment as specified in DFARS 252.227-7030, or other withholdings, as appropriate.

(End of Clause)

## 352.242-9001 CONTRACT ADMINISTRATION DATA (OCT 1993)

The Procuring Contracting Officer will retain all administration functions under this contract.

(End of Clause)

## 352.204-9001 DISCLOSURE OF INFORMATION - CONTRACT (OCT 2005)

(a) DFARS 252.204-7000 and this clause shall govern any disclosure of information regarding this contract. In using information authorized by this clause, the contractor (i) shall not disclose any information concerning the sponsorship of this contract, or (ii) the nature of the Government's interest in and application of the subject matter of this contract unless this type of information is expressly allowed to be disclosed by paragraph (b) and/or (c) below, or by written approval of the cognizant Contracting Officer.

(b) The information listed below may be disclosed in proposals to United States Government Agencies in response to requests for past performance assessments, which shall be used ONLY for the subject source selection process. When the following information is completed at time of contract award, the document shall be marked "FOR OFFICIAL USE ONLY". If any of the information that follows changes in your disclosure, the Contracting Officer must be notified in writing of the change.

CONTRACT NUMBER: H98230-12-P-2740

CONTRACT TYPE: Firm Fixed Price

AWARD DATE:

GOVERNMENT CONTRACTING ACTIVITY:

MARYLAND PROCUREMENT OFFICE

9800 SAVAGE ROAD

FORT GEORGE G. MEADE, MD 20755-6000

ORIGINAL CONTRACT VALUE: [REDACTED]

CURRENT OR COMPLETED CONTRACT VALUE: [REDACTED]

NONCOMPETITIVE

PROGRAM TITLE: Vupen Subscription

PLACE OF PERFORMANCE: Linthicum, MD

POINTS OF CONTACT/PHONE NUMBER:

CONTRACTING OFFICER: [REDACTED]

PROGRAM MANAGER: [REDACTED]

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(b)(3)-P.L. 86-36

(c) Requests for approval for specific information to be released into the public domain, i.e., not to another U.S. Government agency, shall be submitted in final form, e.g., not in draft, and shall not include "For Official Use Only" information. The Contractor shall indicate the intended audience and/or publication venue in the request, e.g. the information is to be released to attendees at the Federal Acquisition Conference and Exposition on 7 June 2005 and in the Government Executive magazine. In the event that changes are required prior to approval of release of the information, the Contractor shall submit a copy of the revised information prior to approval of request.

(d) For additional disclosures once authorization to use any specific information has been approved by the Contracting Officer, the contractor is authorized to reuse such specific information without obtaining additional authorization from the Contracting Officer. The contractor shall maintain a log of the additional uses and submit a copy of the log to the Contracting Officer when each disclosure is made.

(End of Clause)

## 352.204-9010 NOTICE: CONTRACT ADMINISTRATION AND CLOSEOUT GUIDANCE (JUN 2005)

The following guidance is provided for your use in administering and closing out the contract. When the contract is complete, the contractor shall initiate final accounting and disposition. This shall be done in accordance with the following instructions. If a portion of the instructions are not applicable to this contract, then disregard that portion.

(a) Government Furnished Property/Documents

(1) The cognizant property administration office (e.g., Defense Contract Management Agency (DCMA) and/or Office of Naval Research (ONR)) is designated to administer the maintenance by the contractor of official Government Property Records for all Government property/documents. See Section G - Contract Administration Data for the cognizant office for this contract.

(2) The contractor shall sign (1) copy of the shipping or inspection document acknowledging receipt of property/documents and forward same to the designated property administrator.

(3) At the end of the contract, the contractor shall submit the Government Furnished Property/Documents Inventory Schedule, requesting disposition, to the cognizant office. The cognizant property administration office shall then obtain the disposition instructions from the Contracting Officer's Representative (COR), and they will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that all

Government furnished property/documents have been accounted for or expended (disposition is complete) in the performance of the contract. The cognizant property administration office will provide the Maryland Procurement Office (MPO) and the COR with the appropriate releases.

(b) Contractor Acquired Property. At the end of the contract, the contractor shall submit the Contractor Acquired Property list, requesting disposition, to the cognizant property administration office. This office will then obtain the disposition instructions from the COR, and then will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that Contractor Acquired Property has been dispositioned as requested. The cognizant property administration office will provide the MPO and the COR with the appropriate releases.

(c) Plant Clearance. The cognizant property administration office is automatically delegated plant clearance procedures.

(d) Classified Material/Documents (DD254 on the contract). The disposition/retention action of classified holding should be initiated pursuant to paragraphs 5.1 and 5.m of the Industrial Security Manual. The inventory, shall be submitted to the Director, NSA/CSS, ATTN: [REDACTED] 133, 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000. After compliance with the COR's disposition instructions, the contractor shall submit evidence of compliance, certified by the CSSO, to the MPO (ATTN: BA342 [REDACTED]), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000, with a courtesy copy to Q13 and the COR. (b)(3)-P.L. 86-36

(e) Report of Inventions and Subcontracts (Form DD882). Pursuant to the Patent Rights Clause of this contract, the contractor shall submit the DD Form 882 to the Director, NSA/CSS, ATTN: [REDACTED] 133, 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: BA342 [REDACTED]), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000.

(f) Final Payment

(1) For contracts requiring final DCAA audit, the contractor shall submit the final voucher with release and assignment documentation to the cognizant Defense Contract Audit Agency (DCAA) office for processing in accordance with FAR 4.804 (within 180 days).

(2) For all contracts not requiring final DCAA audit, the contractor shall submit the final invoice, DD250, to the COR for processing.

(g) Contract Data Requirements List (CDRL) - DD Form 1423. If not previously provided to the COR, the contractor shall provide the COR with status of the documentation for final resolution. This shall be submitted to the Director, NSA/CSS, ATTN: [REDACTED] 133, 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: BA342 [REDACTED]), Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000.

(h) Quick Closeout.

(1) The contractor shall review the contract for applicability of the Quick Closeout Procedures, in accordance with the FAR 42.708, and determine if this method applies. If applicable, the contractor may request, in writing, Quick Closeout authorization from the CO. (b)(3)-P.L. 86-36

(2) The MPO will authorize Quick Closeout Procedures, if applicable. The contractor shall then submit a copy of the letter, the final voucher, etc., directly to the cognizant DCAA office (see Section G).

(End of Clause)

352.204-9011 NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES (OCT 2011)

Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained or modified by concerns under FOCI is of serious concern. If the contractor is under FOCI, the contractor shall comply with all risk mitigation measures imposed by the Government. In addition, the Maryland Procurement Office reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract.

Foreign Ownership, Control, or Influence - For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company.

There is a continuing obligation of the contractor to advise the Contracting Officer in writing of changed conditions from the contractor's original Statement of Affiliation, 352.204-9000, incorporated by reference, in any of the 11 factors listed below within 30 days of the event, which may justify certain adjustments to the security terms under which a contractor is operating or, alternatively, that different FOCI mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that the contractor is no longer considered to be under FOCI. Failure to abide by this obligation shall be cause for default under the Default Clause of this contract. Any voluntary actions taken on the part of the contractor which result in changes to the Statement of Affiliation, will be reviewed by the Government. Any increased costs incurred by the contractor as a result of complying with additional Government imposed security measures shall be considered as unallowable costs to Government contracts.



Factors: The Government will use the following factors as the basis for making a FOCI determination:

- \*\* (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or more of the offeror's voting securities by a foreign person;
- (2) Ownership or beneficial ownership, direct or indirect, of 25 percent or more of any class of the contractor's non-voting securities by a foreign person;
- (3) Management positions, such as directors, officers, or executive personnel of the contractor held by non-U.S. citizens;
- (4) Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers, or executive personnel of the contractor or other decisions or activities of the contractor;
- (5) Contracts, agreements, understanding, or arrangements between the contractor and a foreign person;
- (6) Loan arrangements between the contractor and a foreign person if the contractor's (the borrower) overall debt to equity ratio is 40:60 or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment;
- (7) Annual total revenues or net income in excess of 5 percent from a single foreign person or in excess of 30 percent from foreign persons in the aggregate;
- (8) Ten percent or more of any class of the applicant's voting securities held in such a way that beneficial ownership or equitable title cannot be identified;
- (9) Interlocking directors with foreign persons and any officer or management official of the contractor who is also employed by a foreign person;
- (10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the contractor; and,
- (11) Ownership of 10% or more of any foreign interest.

\* DoD 5200.2-R Chap 3, para. c3.6

\*\* DoD 5520 22-M, National Industrial Security Program Operating Manual, Chapter 2 Section 3, "Foreign Ownership, Control, or Influence," January 1995.

(End of Clause)

**352.204-9014 NOTIFICATION OF NON-U.S. CITIZEN PARTICIPATION (OCT 2011)**

The contractor shall notify the Government thirty (30) calendar days prior to any new Non-U.S. citizen participation on this contract. The following information should be provided for each individual:

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Alias (if any): \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Employer Name and Address: \_\_\_\_\_

Residence including street address: \_\_\_\_\_

Other Identifying Information (i.e. Passport Number, VISA Number): \_\_\_\_\_

Scope of Work to be performed by non-U.S. citizen participant:

NOTICE: This Agency may prohibit non-U.S. citizens from all or certain aspects of the work to be performed under any resulting contract.

(End of Clause)

**352.209-9007 NOTIFICATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (MAR 2012)**

The Contractor certifies that it will notify the Contracting Officer, in writing, within 15 days of the Corporation having any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and such liability is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The Contractor further certifies that it will notify the Contracting Officer, in writing, within 15 days of the Corporation being convicted of a felony criminal violation under a Federal law.

(End of Clause)

**352.211-9002 NOTICE : GOVERNMENT CLOSURES (DEC 1997)**

(a)(1) Government Holidays:

New Year's Day - 1 January  
Martin Luther King, Jr.'s Birthday - 3rd Monday in January  
President's Day - 3rd Monday in February  
Memorial Day - Last Monday in May  
Independence Day - 4 July  
Labor Day - 1st Monday in September  
Columbus Day - 2nd Monday in October  
Veteran's Day - 11 November  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - 25 December

(2) Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

(3) When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(4) Unless authorized by the Contracting Officer or his duly authorized representative, the contractor shall not work UNDER MPO CONTRACT at any government facility on any holiday listed above nor should any deliveries under this contract be made to an any government facility on those days.

(5) The amounts in Section B of the contract include an allowance for holidays to be observed; and, accordingly, the government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

(b) Administrative leave:

(1) When the Government grants administrative leave to employees as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave shall also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform the requirements of critical work already in process, if instructed by the Contracting Officer or duly authorized representative.

(2) On-site personnel working on this contract shall not be granted access to Agency installations during closure situations unless they are designated as emergency or essential personnel required to perform the requirements of critical work already in process, or are otherwise instructed by the Contracting Officer or duly authorized representative. On-site personnel at another government facility shall only be granted access under terms agreed to with that Agency.

(c) Except for emergency situations or when instructed by the Contracting Officer or duly authorized representative, the costs associated with the period of any such Agency closure shall not be a direct reimbursable cost under this contract. If authorized in accordance with the contractor's normal accounting procedures, these costs MAY be reimbursable as an indirect cost using established indirect cost pools.

(End of Clause)

**352.211-9006 NOTICE: ELIMINATION OF USE OF CLASS I-OZONE-DEPLETING SUBSTANCES (AUG 1993)**

Section 326 of the FY-93 Defense Authorization Act places restrictions on the award and modification of contract is requiring the use of Class 1-Ozone-depleting substances (ODS). Class 1 ODS are identified in Section 602(a) of the Clean Air Act (42 U.S.C. Section 7671(a) abd Title 40, Code of Federal Regulations Section 82. Appendix A.

DoD has identified hundreds of military specifications that require Class I ODS. Of these, MPO research indicates that MIL-STD 454, MIL-T-2000, and MIL T11268 are of particular applicability to some MPO contracts, although others may also apply.

If any of these specifications are included in this acquisition, or if the contractor knows of any other Class I ODS required directly or indirectly at any level of contract performance, the contractor should notify the MPO

Contracting Officer immediately. A subsequent assessment will be conducted by the Government in an attempt to identify economically feasible substitute substances or alternative technology.

(End of Provision)

352.227-9000 SOFTWARE REQUIREMENT (AUG 1996)

The Contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the Contractor shall immediately inform the Contracting Officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

(End of Clause)

352.227-9001 COMMERCIAL COMPUTER SOFTWARE - PURCHASE ORDERS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this purchase order will be acquired under the license customarily provided by the contractor to the public to the extent those licenses are consistent with Federal procurement law.

(End of Clause)

352.227-9003 YEAR 2000 COMPLIANCE - COMMERCIAL ITEMS (JUL 1999)

Definition: INFORMATION TECHNOLOGY means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This is for equipment used by the government directly or is used by a contractor under a contract with the Agency which (1) requires the use of such equipment, or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does NOT include any equipment that is acquired by a Federal Contractor incidental to a Federal contract.

The Contractor warrants that each information technology product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. All items developed or delivered under this contract are covered under this clause unless expressly noted otherwise. If the contract or DD1155 contains a technology refreshment clause, successor products provided thereunder are also covered under this clause unless expressly noted otherwise. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of Clause)

352.227-9006 STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (AUG 2003)

As used in this clause, foreign-origin software and/or firmware is any software and/or firmware that is manufactured, developed, maintained and/or modified (i) outside the United States or its territories, or (ii) in the United States or its territories by and individual who is not a citizen of the United States or its territories. Any degree of manufacture, development, maintenance or modification that meets either criterion (i) or (ii) shall be sufficient for the software and/or firmware to be deemed foreign-origin under this clause.

The Government shall have the right to accept if certain countermeasures are instituted, or reject the supply of foreign-origin software and/or firmware under this contract on a case-by-case basis. If the Maryland Procurement Office reject the supply of foreign-origin software and/or firmware, the Government shall have the right to require a technically equal, or better, approved substitute or to terminate this contract for convenience. The Government shall have the right to require that the contractor not disclose the identity of the end user of the item to any person

outside the United States or to any non-U.S. citizen individual in the United States who developed, maintained, modified, or manufactured the software and/or firmware. In such a case, upon delivery of the software and/or firmware, the contractor shall state that the identity of the end user was not disclosed to such person(s) or individual(s).

If, after contract award, the contractor becomes aware of foreign-origin software and/or firmware to be delivered to the Government under this contract, the contractor shall immediately inform the Contracting Officer in writing of the foreign origin software and/or firmware to be included in the deliverables under this contract. Foreign-origin software and/or firmware that is merely a possible candidate for use under the contract shall also be identified. Notification pursuant to this clause must include the identity of the foreign source and the nature of the software application and is required as soon as there is a reason to know or suspect foreign origin. Failure to provide adequate notice to the Government as specified herein can result in breach and/or default of the entire contract. If the Contracting Officer does not reject foreign-origin software and/or firmware under this clause within sixty days of receiving notification, the Government's rights under this clause shall be waived.

(End of Clause)

352.232-9009 DISCOUNTS FOR PROMPT PAYMENT (OCT 1993)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded the contracts/purchase orders, may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered, time will be computed (i) from date of delivery of the supplies to carrier when acceptance is at the point of origin, (ii) from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these two points, or, (iii) from the date the correct invoice or voucher is received in the designated billing office whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of Clause)

352.239-9007 INFORMATION TECHNOLOGY - COMMON SECURITY CONFIGURATIONS (FEB 2010)

(a) The Federal Desktop Core Configuration (FDCC) mandate requires Contractors to standardize desktop and laptop configurations to meet FDCC standards. This clause applies to all desktops and laptop computers that are running Windows XP or Windows Vista where such systems interface with or are planned to interface with federal government systems or computers which are owned or operated by a Contractor on behalf of or for the United States Government.

(b) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, refer to the National Institute of Standards and Technology (NIST) at: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html), and for the Windows Vista settings, refer to NIST at: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html).

(c) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(d) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(e) Contractors shall certify compliance with Federal Desktop Core Configuration requirements. A certification letter shall be provided to the Contracting Officer, in writing, on or before January 31st of each year for the preceding calendar year. The letter shall certify that their products/applications operate correctly with FDCC configurations and do not alter FDCC settings.

(f) This shall be a mandatory clause in all contracts and subcontracts at any tier. A copy of the subcontractor's certification letter shall be included with the Contractor's certification letter that is provided to the Contracting Officer.

(g) The Contractor shall send any questions directly to the Contracting Officer.

(End of Clause)

**352.239-9008 PROHIBITION OF PROCUREMENT OF PORTABLE COMPUTING DEVICES (MAR 2010)****(a) Definitions.**

(i) Portable Computing Devices (PCDs). PCDs consist of computer assets that have information acquisition, storage, visual display, audio, touchpad, networking/communications capability and are easily carried. This includes, but is not limited to, laptop, notebook and tablet computers, iPods, I-phones, Blackberries?, palmpilots, external memory, global positioning systems (GPS), and personal digital assistants (PDA). PCDs can be either classified or unclassified. Use of the term PCD throughout this clause refers to PCDs and PDAs.

(ii) Personal Digital Assistant (PDA). PDAs consist of electronic hand-held computing and/or communications devices that allow input, manipulation, storage, and/or output of data, which can include remote transmission capabilities. This would include Blackberries?, cellular phones, two-way pagers, mobile e-mail devices, digital music storage devices (such as MP3 players or iPods), any mobile device that has networking and wireless capability, or any combination of these devices and technologies. PDAs can be either classified or unclassified.

(b) The general policy of the agency is that all PCDs to be acquired by or for the agency or for use under agency contracts shall be acquired through approved agency contract vehicles. The Contractor is prohibited from procuring PCDs, unless express written authorization is given by the Contracting Officer.

(c) Contractor requests to procure a PCD under the contract as an exception to this prohibition shall be submitted to the Contracting Officer, in writing, and shall contain the following information:

- 1) The date of the request, contract number, delivery/task order number if applicable;
- 2) Description of the equipment to be purchased (Name of Manufacturer, Model/Part Number, Nomenclature, Quantity, Unit Price and Total Price); and
- 3) Rationale regarding the need for the PCD and unique circumstances that require the Contractor to procure the PCD rather than the Government.

(d) In the event the Contracting Officer authorizes the Contractor to procure the PCD under the contract, the Contractor will be required to ensure such contractor-acquired property is fully accounted for at all times in accordance with Agency guidelines for barcoding and contract inventory reporting requirements.

(End of Clause)

**352.244-9000 NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS (OCT 1993)**

Provided the sponsoring Government Activity is not disclosed, the offeror is not prohibited from subcontracting with Canadian Contractors, unless the work to be performed under any resulting contract is classified in nature.

Federal Acquisition Regulation (FAR), Part 44, Subcontracting Policies and Procedures, particularly Subpart 44.2 - Consent to Subcontract, applies.

In addition to those clauses which the prime contractor is normally required to insert in subcontracts, the following must be included, as required.

FAR 52.225-13 Restrictions on Certain Foreign Purchases (MAR 2005)  
DFARS 252.225-7003 Reporting of Contract Performance Outside the United States (JUN 2005)

(End of Clause)

**352.290-9008 USE OF NON-GOVERNMENT PERSONNEL BY THE MARYLAND PROCUREMENT OFFICE FOR CONTRACT CLOSEOUT (JUN 2001)**

Contractor personnel who have executed a non-disclosure agreement with this office may administratively handle documentation associated with this contract for closeout purposes. Your signature on this document constitutes acknowledgement and acceptance of the Maryland Procurement Office's use of contractor personnel in the administrative closeout of this contract.

Documentation may include, but is not limited to, proprietary information, rate information, billing information and supporting documentation.

(End of Clause)

**52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)****(a) Definitions. As used in this clause--**

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means -

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE" code.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active." The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes --

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the

SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to --

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (MAY 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

☒ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313)

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011) of 52.219-6.

- (iii) Alternate II (NOV 2011) of 52.219-6.
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- X (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (APR 2012).
- X (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- (39) 52.225-1, Buy American Act-Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate II (MAR 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.



(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- \_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) ☒ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181)
- (2) ☐ 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).
- (5) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6) (i) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) ☐ Alternate I (OCT 2011) of 252.225-7001.
- (7) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) ☐ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ☐ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13) (i) ☐ 252.225-7021, Trade Agreements (JAN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ☐ Alternate II (OCT 2011) of 252.225-7021.
- (14) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16) (i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ☐ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ☐ Alternate III (OCT 2011) of 252.225-7036.
- (17) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ☐ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ☐ 252.226-7001, Utilization of Indian Organizations, Indian Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ☐ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ☐ 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ☐ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (23) ☒ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ☐ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) ☐ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) ☒ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ☐ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ☐ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29) (i) ☒ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ☐ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ☐ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ☐ Alternate III (MAY 2002) of 252.247-7023.
- (30) ☐ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) ☐ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
  - (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
  - (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of Clause)
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